



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**

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Amendment 1

May 25, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve amending the seven contracts under the As-Needed Tree Trimming and Related Work Program to enable these contracts to continue on a month-to-month basis for up to four months, commencing on July 1, 2006, while Public Works completes the solicitation process for the replacement contracts.
3. Authorize Public Works to encumber up to \$200,000 for this Program for the four-month period. Funds are available in Public Works' 2006-07 Road and Flood Fund budget.
4. Authorize the Director of Public Works to execute the amendments upon proper execution by the contractor and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue the tree trimming and related services on a month-to-month basis, commencing on July 1, 2006, for a period of up to four months while Public Works completes the solicitation process for a successor contract.

On May 29, 2001, Synopsis 61, your Board awarded contracts to the seven contractors, which is reflected in Enclosure B, under the As-Needed Tree Trimming and Related Work Program for a contract period of one year with four 1-year renewal options, not to exceed a total contract period of five years. Public Works has exercised all renewal options for these contracts, and contractors are in their final option-year of the 5-year contract.

The existing contracts are scheduled to expire on June 30, 2006. Public Works issued a Request for Proposals (RFP) for the As-Needed Tree Trimming and Related Work Program on March 28, 2006. Proposals were received on April 26, 2006. We are now requesting a time extension for a maximum of four months to allow additional time to complete the RFP process and award the contracts.

Since 1997, Public Works has contracted these as-needed services, which are required to quickly respond to damaged trees within Public Works' various rights of way and to protect public safety. Tree damage may be the result of winds, floods, natural occurring tree deterioration, etc. The service contracted is not designed to replace Public Works' ongoing, scheduled, and routine tree maintenance, but it will supplement Public Works' crews during emergencies or when crews cannot respond in a timely manner.

Implementation of Strategic Plan Goals

This recommended action is consistent with the County Strategic Plan Goal of Organizational Effectiveness. This amendment will continue to utilize the contractor's expertise to effectively provide tree trimming and related work in a timely and responsive manner.

FISCAL IMPACT/FINANCING

The requested aggregate total amount of \$200,000 (\$50,000 monthly) is for the four-month period based on anticipated contract work for this period. There will be no impact on net County costs. Funds are available in Public Works' 2006-07 Road and Flood Fund budget.

The Honorable Board of Supervisors
May 25, 2006
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment, which is substantially reflected in Enclosure A, will continue the contracts' current terms, specifications, and conditions as well as add provisions to implement the County's revised assignment by contractor and debarment policies. The billing rates will remain consistent with the existing contract rates. The amendment will be executed by the Director in accordance with your Board's authorization only upon proper execution by the contractors and approval as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the CEQA as specified in Class 1 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment will allow the current contracted services to continue until new contracts are approved.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 2

cc: Chief Administrative Office
County Counsel

SAMPLE

AMENDMENT 1 TO CONTRACT NO. 001165

AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and [Name of CONTRACTOR], a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, [Contract No. 001165] was entered into between the COUNTY and the CONTRACTOR on May 29, 2001, for emergent and as-needed tree trimming and related services along roadsides, medians, flood control channels, and other properties belonging to or being operated by the COUNTY in the COUNTY'S unincorporated areas; and

WHEREAS, Public Works desires that this service be extended on a month-to-month basis for up to four months under the Contract's existing terms and conditions; and

WHEREAS, the COUNTY has adopted or revised policies on CONTRACTOR mergers/acquisitions, CONTRACTOR assignments, CONTRACTOR debarment, limitation on payments, Safely Surrendered Baby Law, and Jury Service Program; and

WHEREAS, the CONTRACTOR is willing to continue the work.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that [Contract No. 001165] between them shall be amended as follows:

FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall continue to provide emergent and tree trimming and related work along roadsides, medians, flood control channels, and other properties belonging to or being operated by the COUNTY in the COUNTY'S unincorporated areas. The total cost for performing this service will be not-to-exceed aggregate total amount of \$200,000, or such greater amount as the Board may approve.

SECOND: This AMENDMENT will become effective on July 1, 2006, and continue on a month-to-month for a period not to exceed four months.

THIRD: Part III, paragraph Q, Assignment has been revised to read:

CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null

and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FOURTH: The following has been added to Part III as paragraph R, CONTRACTOR Debarment:

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts that indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works

will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

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FIFTH: The following has been added to Part III as paragraph S, Notice to Employees Regarding Safely Surrendered Baby Law:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the COUNTY, and where and how to safely surrender a baby. The fact sheet is enclosed as Exhibit A and is also available on the Internet at www.babysafela.org for printing purposes.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

SIXTH: The following has been added to Part III as paragraph T, No Payment for Services Following Expiration or Termination of Contract:

The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration, or other termination of this contract.

SEVENTH: The following has been added to Part III as paragraph U, CONTRACTOR Employee Jury Service Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employee's regular pay the fees received for jury service.

For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation,

or other entity, which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the COUNTY; or (2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If the CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during this Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

The CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate this Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

EIGHTH: All other terms, requirements, specifications, and conditions relating to the original contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ENCLOSURE B

Contracts are in place with the following contractors for As-needed Tree Trimming and related Work in each of the following Public Works Road Maintenance Districts:

Road Maintenance District 1 (MD1):

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| 1. | Trugreen Landcare | 146 E. Railroad Ave., Monrovia, CA |
| 2. | United Pacific Service, Inc. | 1740 N. Hills Dr., La Habra, CA |
| 3. | Mariposa Horticultural Enterprises, Inc. | 15529 Arrow Hwy., Irwindale, CA |
| 4. | West Coast Arborist | 2200 E. Via Burton St., Anaheim, CA |
| 5. | California Western Arborist, Inc. | 2555 E. Industry Wy., Suite F, Lynwood, CA |

Road Maintenance District 3 (MD3):

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| 1. | Trugreen Landscape | 146 E. Railroad Ave., Monrovia, CA |
| 2. | Travers Tree Service | 1811 Lomita Blvd., Lomita, CA |
| 3. | United Pacific Service, Inc. | 1740 N. Hills Dr., La Habra, CA |
| 4. | California Western Arborist, Inc. | 2555 E. Industry Wy., Suite F, Lynwood, CA |
| 5. | West Coast Arborist | 2200 E. Via Burton St., Anaheim, CA |

Road Maintenance District 4 (MD4):

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| 1. | Trugreen Landscape, | 146 E. Railroad Ave., Monrovia, CA |
| 2. | United Pacific Service, Inc. | 1740 N. Hills Dr., La Habra, CA |
| 3. | California Western Arborist, Inc. | 2555 E. Industry Wy., Suite F, Lynwood, CA |
| 4. | West Coast Arborist | 2200 E. Via Burton St., Anaheim, CA |
| 5. | Mariposa Horticultural Enterprises, Inc. | 15529 Arrow Hwy., Irwindale, CA |

Road Maintenance District 5 (MD5):

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| 1. | Trugreen Landscape | 146 E. Railroad Ave., Monrovia, CA |
| 2. | Mariposa Horticultural Enterprises, Inc. | 15529 Arrow Hwy., Irwindale, CA |
| 3. | Tip Top Arborists | P.O. Box 2107, Lancaster, CA |
| 4. | California Western Arborist, Inc. | 2555 E. Industry Wy., Suite F, Lynwood, CA |
| 5. | West Coast Arborist | 2200 E. Via Burton St., Anaheim, CA |